13 December 1996

MEMORANDUM FOR: Executive Director
Assassination Records Review Board

SUBJECT: Response to Questions Posed by the
Assassination Records Review Board

1. The attached memorandum and attachments are in response to questions raised by ARRB members during the 16 October 1996 briefing. They are provided to the Review Board for background purposes only. We request that the memorandum and its attachments be returned to CIA once the Review Board has completed its deliberations on these issues.

2. Please note that the author of the memorandum is under cover and her name is classified.

John Pereira

John F. Pereira
Chief, Historical Review Group

This memorandum is unclassified
when separated from attachments

13-00000

OCC-96-086

19 NOV 1996

MEMORANDUM FOR: John Pereira
Historical Review Group

FROM: Linda A. Jasper
Deputy Chief, Office of Central Cover

SUBJECT: Response to Questions Posed by the John F. Kennedy Assassination Review Board

1. During the OCC briefing of the John F. Kennedy Assassination Review Board on 16 October 1996, members of the Board asked three questions to which OCC said it would respond after additional research. Following are the questions and the responses:

a. How many real businesses or contrived facilities in the commercial cover program are connected to the publications industry? Response: A few real businesses are loosely connected with the publications industry, and the names of a few contrived facilities could be perceived as being associated.

b. How many companies participated in the commercial cover program in the 1960s, and how many participate today? Response: Approximately 500 companies participated in the commercial cover program in the 1960s, and circa 1,800 are currently in the program.

ALL PORTIONS OF
THIS DOCUMENT ARE
CLASSIFIED SECRET

CL BY 0523550
REASON 1.5(c)
DECL X1; 12 November 2021
DRV COV 2-87

SUBJECT: Response to Questions Posed by the John F. Kennedy Assassination Review Board

c. Could a copy of the secrecy agreement which is signed by company officials participating in the commercial cover program be made available, and has it changed since the 1960s? Response: Attached is a copy of the secrecy agreement used from 1955 to 1988 and a copy of the agreement used from 1988 to the present. The only difference is an addendum on the reverse which was added in 1991 pursuant to the Treasury, Postal Service and General Government Appropriations Act of 1991.

2. This memorandum and its attachments are for background information only and must be returned to the Central Intelligence Agency after review by the John F. Kennedy Assassination Review Board.

Linda Jasper
Linda A. Jasper

Attachment:
as stated

cc: Fredrick Wickham, IMS

SUBJECT: Response to Questions Posed by the John F. Kennedy Assassination Review Board

DC/OCC(lh/LJasper, 32435 18Nov96 file:jfkboard)

Distribution:
Orig & 1 - Addressee
1 - DC/OCC (Ljasper)
1 - His. Review Board(BHarrelson)
1 - OCC/EXO (EMathias)
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SECRECY AGREEMENT

1. I acknowledge the fact that because of the confidential relationship between myself and the U.S. Government, I will be the recipient of information which, in itself, or by the implications to be drawn therefrom, will be such that its unlawful disclosure or loose handling may adversely affect the interest and the security of the United States. I realize that the methods of collecting and of using this information, as well as the identity of persons involved, are as secret as the substantive information itself and, therefore, must be treated by me with an equal degree of secrecy.

2. I shall always recognize that the U.S. Government has the sole interest in all information which I or my organization may possess, compile or acquire pursuant to this understanding. No advantage or gain will be sought by me as a result of the added significance or value such information may have, due to the Government's interest in it.

3. I solemnly pledge my word that I will never divulge, publish, nor reveal either by word, conduct, or by any other means such information or knowledge, as indicated above, unless specifically authorized to do so, by the U.S. Government.

4. Nothing in this understanding is to be taken as imposing any restriction upon the normal business practices of myself or my organization: i.e., information normally possessed by us or gathered in the regular course of business will continue to be utilized in accordance with our normal practices.

SIGNATURE: ____________________

REPRESENTATIVE OF U.S. GOVERNMENT

DATE ____________________

SIGNATURE: ____________________

ORGANIZATION ____________________

DATE ____________________

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DATE

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ORGANIZATION

DATE

ADDENDUM

Pursuant to the Treasury, Postal Service and General Government Appropriations Act of 1991, the following language shall be incorporated into and considered a part of the attached nondisclosure agreement:

"These restrictions are consistent with and do not supersede conflict with or otherwise alter the employee obligations rights or liabilities created by Executive Order 12356; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.)(governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling."